

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF WINSLOW

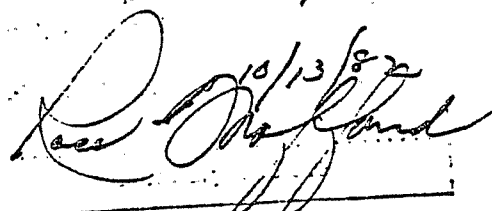
THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF WINSLOW, a municipal corporation hereinafter called "CITY".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the State.

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-240, 9-276 and 9-499.01, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain Resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY.

Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an agreement covering the maintenance of these certain State Highways known as I-40, B-40, S-40 & SR-87 which are State Highways of the STATE OF ARIZONA and which traverse the said CITY OF WINSLOW over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said CITY, as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

8107
10/13/82


NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this Agreement.
2. The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the CITY as set forth by this Agreement.
3. That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this Agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control and responsibility to include:
 - A. Interstate Highway 40
 - a. All work required within the access control limits.
 - B. All other surface streets including frontage roads associated with Interstate Highway 40.
 - a. Betterment or reconstruction of roadway, curbs, sidewalks, medians and channelization.
 - b. Bridges and drainage.
 - c. Guardrails and fences.
 - d. Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.
 - e. Routine maintenance of roadway and curbs.
 - f. Permits for highway right of way encroachments and use.
 - g. Removal of snow, sand, rock and other debris caused by slides or other causes.

- h. Traffic control devices, including signs, approved crosswalks, striping and marking (except street name and parking).

4. That the CITY shall, except as otherwise expressly provided in this Agreement have jurisdiction and control over routine maintenane of:

- a. Sidewalks.
- b. Sprinkling
- c. Street lighting (other than safety lighting).
- d. Street name signs.
- e. Routine sweeping and cleaning of roadway and curb.
- f. Parking signs, parking lane striping and curb markings after initial installation.

for surface streets as set forth in Article 3-B of this Agreement.

- 5. That the CITY shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.
- 6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the CITY. A copy of said regulations is attached hereto and marked Exhibit "D", and by reference made a part hereof.
- 7. That the CITY shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The CITY will maintain the insurance for the period of this Agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.

8. That the CITY will provide traffic control in accordance with the Arizona Department of Transportation Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway right of way.
9. All work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the Department of Transportation.
10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the CITY.
11. It is further understood that this Agreement will not cancel or supersede any existing Agreements between the CITY and the STATE relative to Traffic Signal and for drainage facilities maintenance.
12. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of October 1982, but in no event prior to its being filed with the Secretary of State.
13. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.
14. This Agreeemnt shall remain in force and effect until September 30, 1983, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

15. It is understood that upon the termination of this Agreement of any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.
16. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.
17. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

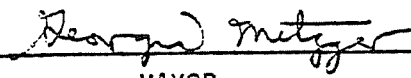
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

ATTEST:


Clerk or Manager

By: 
TITLE: MAYOR



OFFICE OF THE
Attorney General

TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX, ARIZONA 85007
(602) 255-1680

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 82-528, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of September, 1982.

ROBERT K. CORBIN
Attorney General

Albert Morgan
Assistant Attorney General
Transportation Division

RECEIVED
SEP 22 1982

DEPUTY STATE ENGINEER
HIGHWAY OPERATIONS

RESOLUTION

Be it resolved on this date, Sept. 30, 1987 I, W. A. Ordway, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the City of Winslow, enter into the intergovernmental agreement for the purpose of maintaining certain State Highways known as I-40, B-40, S-40 & SR-87, which are State Highways, of the State of Arizona and which traverse the said City of Winslow over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said CITY.



W. A. ORDWAY, DIRECTOR

Arizona Department of Transportation

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WINSLOW, ARIZONA, TO ENTER INTO INTERGOVERNMENTAL MAINTENANCE AGREEMENT WITH THE STATE OF ARIZONA AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT:

WHEREAS, The Mayor and City Council of the CITY of WINSLOW find that the within Resolution is in the interest of the CITY of WINSLOW;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the CITY of WINSLOW, that the CITY enter into an Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on the 1st day of October, 1982, but in no event prior to being filed with the Secretary of State;

BE IT FURTHER RESOLVED that the Mayor of the CITY of WINSLOW is authorized to execute said agreement on behalf of the CITY.

PASSED AND ADOPTED by the Mayor and City Council of the CITY of WINSLOW this date: August 24th, 1982.

Desmond Metzger
MAYOR

ATTEST:

S. L. Martinez
Clerk/Manager

APPROVED AS TO FORM:

Wm. A. Lopez
Attorney

EXHIBIT "A"

DATE: September 1st, 1982

TO: CITY COUNCIL OF WINSLOW
FROM: CITY ATTORNEY
RE: INTERGOVERNMENTAL MAINTENANCE AGREEMENT
BETWEEN THE STATE OF ARIZONA AND THE
CITY OF WINSLOW

I have determined that the above agreement is in proper form and that the CITY is authorized under the laws of the State of Arizona to enter into it.

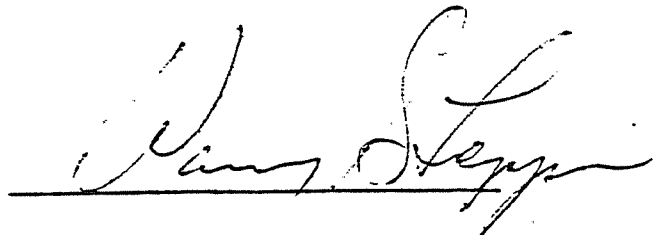
A handwritten signature in cursive script, appearing to read "Hans Stepp", is written over a horizontal line.

EXHIBIT "B"

ORDINANCE NO. 504

AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF WINSLOW RELATING TO FREQUENCY
OF SIGNS ON C-1 ZONED PROPERTY

WHEREAS, the Arizona Department of Transportation has
adopted a standard permitting signs along highways passing
through municipalities to be not less than 500 feet apart.

THEREFORE, BE IT ORDAINED that:

SECTION 1. Section 1202 (B) (10) (f) of the Zoning
Ordinance of the City of Winslow be amended to read as follows:

(f) Where the highway frontage on a vacant
commercial lot exceeds 1000 feet, additional
signs are permitted but no sign shall be lo-
cated closer than 500 feet to any other
sign on the same lot or parcel.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF
WINSLOW, ARIZONA this 10th day of June, 1982.

Charles W. Hadd
Mayor

ATTEST:

Gula Graybeal
City Clerk

APPROVED AS TO FORM:

Wm. H. Hadd
City Attorney

I-40
B-40
S-40
SR-87

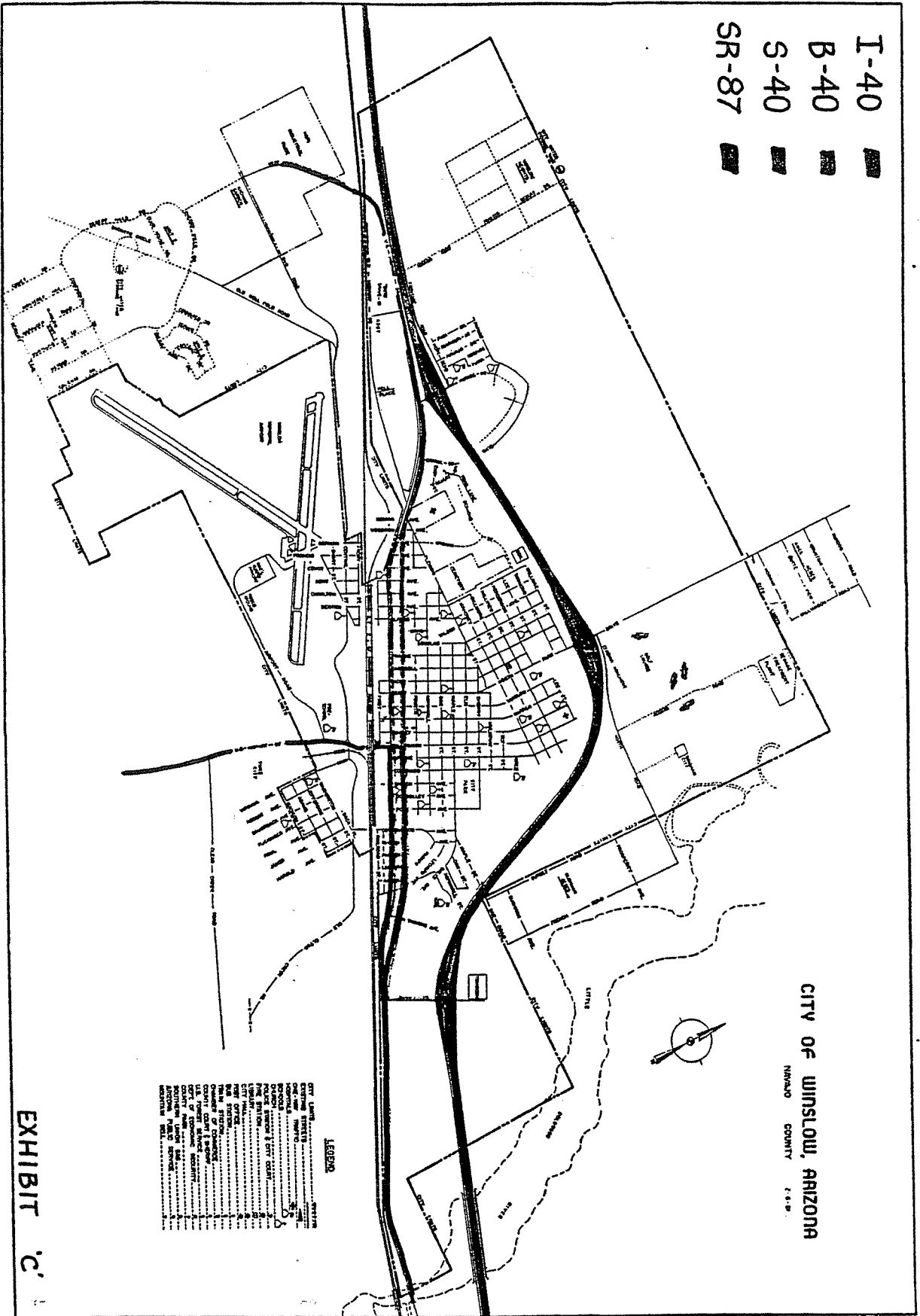
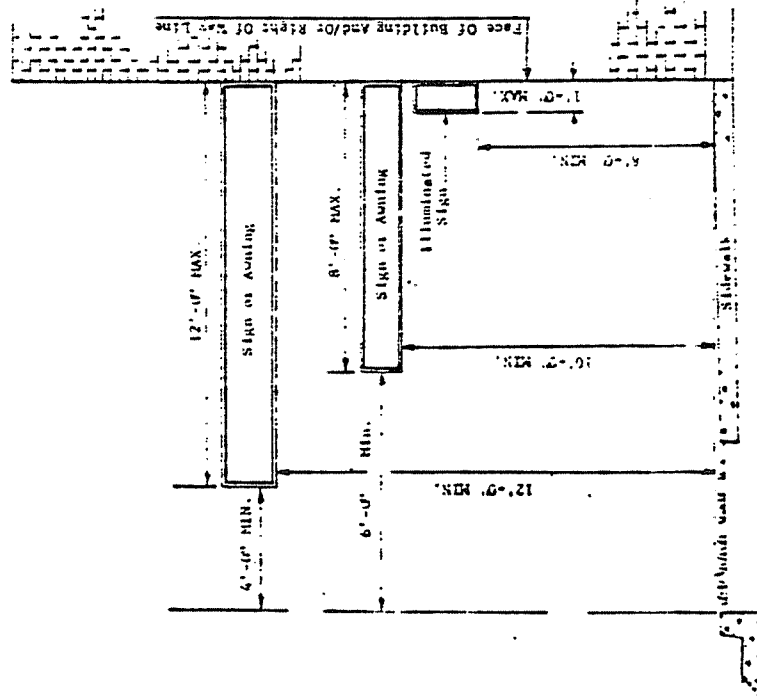


EXHIBIT 'C'

EXHIBIT D "D"

GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curved urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural Highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way area.



PERMIT REQUIRED

ARIZONA
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
STANDARD PLANS
PERMIT REGULATIONS
FOR SIGNS AND AWNINGS



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

Schedule

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein:

Limit of Liability \$ _____ Aggregate.

Limit of Liability—Premises Medical Payments Coverage: \$1,000 each person unless otherwise indicated herein:
\$ _____ each person.

Limit of Liability—Fire Legal Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein:
\$ _____ per occurrence.

Premium Basis

Advance Premium

INCL. % of the Total Comprehensive General Liability
Bodily Injury and Property Damage Premium as
Otherwise Determined.

\$ INCLUDED

MINIMUM PREMIUM \$ INCLUDED

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including

(a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

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(d) which causes or contributes to the intoxication of any person,

if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

(1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the named insured is a club, to any member of the named insured;

(7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;

(D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports: Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured

person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.

(C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

(A) Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;

(2) except with respect to liability under a written sidetrack agreement or the use of elevators

(a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) to tools or equipment while being used by the insured in performing his operations,

(c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) to that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts, or equipment furnished in connection therewith.

(B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including

Named Insured CITY OF WINSLOW

This Coverage Effective JULY 16 19 82
(at the hour of day stated in the policy)

POLICY NUMBER

ODO 56 80

SCHEDULE

COVERAGE	LIMITS OF LIABILITY	COVERAGE	LIMITS OF LIABILITY
A. Bodily Injury Liability	PER thousand dollars each occurrence GL9917 thousand dollars aggregate	B. Property Damage Liability	PER thousand dollars each occurrence GL9917 thousand dollars aggregate

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUMS	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises—Operations in Progress PER SUPPLEMENTAL SCHEDULE OF HAZARDS, FORM G650.2, ATTACHED BROAD FORM COMPREHENSIVE GENERAL LIABILITY, FORM GLO404, ATTACHED		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per \$100 of Remuneration		5,822.00 INCL.	INCL.
Escalators (Number at Premises) (Show Locations) NOT COVERED		Number Insured	Per Landing			
Independent Contractors PER SUPPLEMENTAL SCHEDULE OF HAZARDS, FORM G650.2, ATTACHED		Cost	Per \$100 of Cost		70.00	INCL.
Products/ Completed Operations WATERWORKS—INCLUDING OUTSIDE SALESMEN, COLLECTORS & METER READERS 316-49411st		(a) Receipts (b) Sales (c) Gallons PER MILLION GALLONS 529,800,000	(a) Per \$1,000 of Receipts (b) Per \$1,000 of Sales (c) Per 10,000 Gallons		375.00	INCL.
COMPLETED OPERATION NOC 316-39982		IF ANY			INCL.	INCL.
Minimum Premium — \$ 50.00			Total Advance Premium		\$ 6,267.00	
Location of all premises owned by, rented to or controlled (ENTER "SAME" IF SAME AS ITEM 1. OF DECLARATIONS) by the named insured						
Interest of named insured in such premises Part occupied by named insured						
The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.						
Business of the named insured is MUNICIPALITY						

OWNER ☒ GENERAL LESSEE ☐ OR TENANT ☐

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Named Insured

Policy No.

Endorsement No.

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE

AMENDMENT—LIMITS OF LIABILITY

(Single Limit)

(Individual Coverage Aggregate Limit)

SCHEDULE

Coverage	Limits of Liability
Bodily Injury Liability and Property Damage Liability	\$ 500,000 each occurrence
	\$ 500,000 aggregate

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

- (a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages including damages for care and loss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.
- (b) Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":
 - (i) all property damage arising out of premises or operations rated on a remuneration basis or Contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage

included in subparagraph (2) below;

- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) if Products - Completed Operations insurance is afforded, all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
- (4) if Contractual Liability Insurance is afforded, all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

- (i) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;
 - (ii) to the sum of the damages for all bodily injury and property damages described in subparagraph (3); and
 - (iii) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.
- (c) For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general condition shall be considered as arising out of one occurrence.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by

[Signature]
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
- MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
SMP LIABILITY INSURANCE**

DEDUCTIBLE LIABILITY INSURANCE

It is agreed that:

1. The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured, applies only to the amount of damages in excess of any deductible amounts stated in the schedule below as applicable to such coverages, and the limit of liability shown in this policy as being applicable to "each occurrence" for such coverages shall be reduced by the amount of such deductible. The limit of liability shown in this policy as "aggregate", if any, for such coverages shall not be reduced by the application of such deductible amount.
2. The deductible amounts stated in the schedule apply as follows:
 - (a) **PER CLAIM BASIS**—if the deductible is on a "per claim" basis, the deductible amount applies under The Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
 - (b) **PER OCCURRENCE BASIS**—if the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily injury or property damage as the result of any one occurrence, regardless of the number of persons or organizations who sustain damages because of that occurrence.
3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

SCHEDULE

Coverage	Amount and Basis of Deductible	
Bodily Injury Liability	\$ -----	per claim
	\$ -----	per occurrence
Property Damage Liability	\$ 500.00	per claim
	\$ -----	per occurrence

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused). --

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

POLICY NUMBER

Named Insured CITY OF WINSLOW

This Coverage Effective JULY 16 19 82
(at the hour of the day stated in the policy)

ODO 56 80

SUPPLEMENTAL SCHEDULE OF HAZARDS

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GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUMS	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
<u>PREMISES-OPERATIONS IN PROGRESS</u>		a) AREA b) FRONTAGE c) REMUNERATION d) EACH e) RECEIPTS f) MILES g) EXPENDITURES				
GARBAGE, ASHES OR REFUSE COLLECTING 313-49531		c) 143,305	.300	INCL.	430.00	INCL.
POLICEMAN 313-93141		INCL.	INCL.	INCL.	INCL.	INCL.
FIREMAN 313-93131		INCL.	INCL.	INCL.	INCL.	INCL.
SEWAGE DISPOSAL PLANT OPERATION 313-49521		INCL.	INCL.	INCL.	INCL.	INCL.
STREET OR ROAD CONSTRUCTION OR RECON- STRUCTION-CLEARING OF RIGHT-OF-WAY, EXCAVATION, FILLING OR GRADING, BRIDGE OR CULVERT BUILDING 313-16115xcu		INCL.	1.257	INCL.	INCL.	INCL.
WATERWORKS-INCLUDING OUTSIDE SALESMEN, COLLECTORS & METER READERS 313-49411xcu		c) 156,000	.556	INCL.	867.00	INCL.
MUNICIPAL EMPLOYEES-NOC-INCLUDING HEALTH & BUILDING INSPECTORS 313-93111		INCL.	INCL.	INCL.	INCL.	INCL.
AUTOMOBILE PARKING GARAGES OR LOTS- OPEN AIR 314-75230		INCL.	INCL.	INCL.	INCL.	INCL.
TOWN HALL RATED AS: BUILDING OR PREMISES-OFFICE 314-65121		INCL.	INCL.	INCL.	INCL.	INCL.
EXHIBITION OR CONVENTION BUILDINGS OR AMORIES 314-79435s		INCL.	INCL.	INCL.	INCL.	INCL.
LIBRARIES OR MUSEUMS 314-82310		INCL.	INCL.	INCL.	INCL.	INCL.
BUILDING OR PREMISES-BANK, MERCANTILE, MANUFACTURING OR OFFICE-NOT OCCUPIED BY THE INSURED (LESSOR'S RISK ONLY) 314-65198		a) 12,368	.539	INCL.	67.00	INCL.

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

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SUPPLEMENTAL SCHEDULE OF HAZARDS

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUMS	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
GOVERNMENTAL SUBDIVISIONS-NOT STATE OR FEDERAL 314-91251		g) 1672751	1.661	INCL.	2,778.00	INCL.
REFRESHMENT STANDS-NOT HAWKING OR PEDDLING-NO BEVERAGES OR FOOD CONSUMPTION ON THE PREMISES 314-58131		INCL.	INCL.	INCL.	INCL.	INCL.
SWIMMING POOLS-EXCLUDING AMUSEMENT DEVICES FOR WHICH ADMISSION CHARGE IS MADE 314-79417s		e) 31,000	5.00	INCL.	1,550.00	INCL.
FIREWORKS EXHIBITIONS (SPONSOR'S RISK ONLY) 314-79461s		TBD AT AUDIT	45.345	INCL.	INCL.	INCL.
CEMETARIES-INCLUDING ALL BUILDINGS ON THE PROPERTY EXCEPT PRIVATE RESIDENCES 314-65501		INCL.	INCL.	INCL.	INCL.	INCL.
STREETS, ROADS OR HIGHWAYS-WITH OR WITHOUT SIDEWALKS-INCLUDING BRIDGES AND CULVERTS BUT EXCLUDING TOLL ROADS, TOLL BRIDGES AND DRAW BRIDGES-EXISTENCE ONLY 314-93151		f) 50	FLAT CHARGE	INCL.	FLAT CHARGE	INCL.
GRANDSTANDS OR BLEACHERS 314-79415s		INCL.	INCL.	INCL.	INCL.	INCL.
DOG KENNELS-BREEDING, BOARDING OR SALES 314-07290		INCL.	INCL.	INCL.	INCL.	INCL.
SEWERS-STORM, SANITARY 314-49521		INCL.	INCL.	INCL.	INCL.	INCL.
VACANT LAND-EXCLUDING REAL ESTATE DEVELOPMENT PROPERTY 314-65150		INCL.	INCL.	INCL.	INCL.	INCL.
PARKS OR PLAYGROUNDS 314-86414		INCL.	INCL.	INCL.	INCL.	INCL.
PLAYGROUND EQUIPMENT-ALL TYPES-INCLUDING WADING POOLS 314-79304s		INCL.	INCL.	INCL.	INCL.	INCL.

COMPREHENSIVE GENERAL LIABILITY INSURANCE
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SUPPLEMENTAL SCHEDULE OF HAZARDS

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUMS	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
<u>INDEPENDENT CONTRACTORS</u>		COST				
CONSTRUCTION OPERATIONS-CONTRACTOR (NOT RAILROADS)-EXCLUDING OPERATIONS ON BOARD SHIPS 315-16291		500,000	.014	INCL.	70.00	INCL.
PERMITS-CONSTRUCTION OPERATIONS- MUNICIPALITIES 315-93163		INCL.	INCL.	INCL.	INCL.	INCL.
PERMITS-BUILDING DEMOLITION OPERATIONS-MUNICIPALITIES 315-93161		INCL.	INCL.	INCL.	INCL.	INCL.